

## HIGHWAYS

*Agreement signed November 30, 1942*

*Entered into force January 5, 1943*

*Modified by agreement of September 28, 1945 <sup>1</sup>*

*Terminated June 30, 1948 <sup>2</sup>*

Department of State files

### MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTER DES TRAVAUX PUBLICS AND THE PUBLIC ROADS ADMINISTRATION CONCERNING THE REHABILITATION OF CERTAIN HAITIAN ROADS

AGREEMENT made this thirtieth day of November 1942 by and between the Minister des Travaux Publics of Haiti, represented by François Georges, Minister des Travaux Publics and the United States Public Roads Administration, represented by Thomas H. MacDonald, Commissioner.

#### WITNESSETH THAT

WHEREAS, the Governments of the Republic of Haiti and of the United States are desirous of cooperating in maintaining and reconstructing certain roads and highways that are of importance for the transportation of supplies during the existing emergency and other purposes in facilitating the joint war effort, and

WHEREAS, the hauling of supplies will involve the use of certain streets in Port-au-Prince, Haiti; of the road to the Dominican Republic via the Morne a Cabrit; and of the road to the Dominican Republic via Etang Saumatre, and

WHEREAS, economy in hauling as well as the conservation of tires and gasoline will require some rehabilitation of these roads and the general improvement of their surfaces with some betterment of stream crossings, cross drainage, ditches, such rehabilitation, improvement and betterment being sometimes hereinafter referred to as the "Project";

NOW THEREFORE, the following terms and conditions of cooperation are agreed to by the Public Roads Administration of the United States of America and by the Minister des Travaux Publics of the Republic of Haiti.

(A) The Public Roads Administration undertakes as follows:

(1) to provide from funds which have been or may hereafter be made available to it for this purpose the sum necessary not exceeding One Hundred

<sup>1</sup> *Post*, p. 793.

<sup>2</sup> Date on which projects were completed and appropriations lapsed.

and Fifty Thousand Dollars (\$150,000) which will be available for expenditure as may be required on the Project including such construction, rehabilitation and improvement of the above mentioned roads as will serve to facilitate heavy hauling over them, and to maintain them in satisfactory condition.<sup>3</sup>

(2) To exercise the general authority conferred on it to administer the funds allotted to the Project by the approval of the quality and integrity of the work performed.

(3) To provide a Resident Engineer and an Auditor who shall act under the direction of the Public Roads Administration, and whose compensation and expenses shall be charged to an allotment for engineering supervision and administration set aside for this purpose. The Resident Engineer will render engineering services and at all times will cooperate fully to maintain rapid and economical construction of the Project and to obtain its early completion.

(4) To act for the Government of Haiti without charge as Purchasing Agent in the United States if so requested in the purchase of all supplies, materials and equipment required for use on this work in order that the Republic of Haiti may have the benefit, so far as practicable, of all discounts, special rates, priority classifications, and any and all of the advantages that may accrue from such action.

(5) To approve and certify claim vouchers submitted by the Minister des Travaux Publics of the Republic of Haiti periodically for work satisfactorily accomplished subsequent to the date of the execution of this Agreement. Claim vouchers for payment shall be on Standard Form PR 20 (Revised) approved by the Comptroller General of the United States, which will be furnished the Government of Haiti for its use. Said vouchers shall be executed by the Minister des Travaux Publics of the Republic of Haiti, and certified by the Resident Engineer of the Public Roads Administration.

(B) The Republic of Haiti, represented by the Minister des Travaux Publics undertakes, on its part, as follows:

(1) To rehabilitate the roads hereinabove mentioned in accordance with plans, cross sections, and other information to be provided by the Resident Engineer.

(2) To maintain accounts which shall be open at all times to inspection, examination, or audit by the representative of the Public Roads Administration, and to accept audit on the basis of all pertinent laws, applicable regulations, and any other agreements pertinent to this work.

(3) To permit and facilitate inspection and examination by any authorized representative of the Public Roads Administration of all records,

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<sup>3</sup> For a modification of para. (A)(1), see agreement of Sept. 28, 1945, *post*, p. 793.

construction work in progress or completed, and the checking of all claims as shown on certificates or vouchers submitted as the basis for payment.

(4) To supply for use on the Project without cost to the United States (a) all needed raw materials such as clay, sand, gravel, stone and timber locally procurable from the public domain; and (b) such of the equipment owned by the Government of Haiti as it may be possible to make available for this work.

(5) To hold the United States and its employees harmless and protect them against claims of third parties for personal injuries or property damage which may occur in connection with any operations deemed necessary or desirable in respect of the Project.

(6) To waive all duties, import taxes, or any other special or ordinary assessments applicable to the importation of any materials, supplies or equipment brought into the Republic as a result of purchases made by the Public Roads Administration, as outlined in this agreement or applicable to the importation of necessary supplies and equipment for conducting the surveys and for the maintenance of an administrative office by the Public Roads Administration.

(7) To provide all rights of way that may be required in connection with the rehabilitation of these roads, or in constructing approved relocations mutually agreed to be required to improve hauling conditions, or for the purpose of obtaining materials to be used on the Project without expense to the United States.

(8) To accept payment for the work on an agreed schedule of prices per kilometer, arranged in advance with the Resident Engineer. In establishing the price per kilometer it is agreed that it will be based on the estimated cost of labor, materials (except as provided in (b 4)), supervision and project engineering actually employed or used on the work, but not including any of the cost of operating the Department des Travaux Publics.

IN WITNESS WHEREOF the Minister des Travaux Publics and the Public Roads Administration have caused this Memorandum of Understanding to be duly executed as evidenced by their signatures below: and this shall come into force as soon as it has been sanctioned by Decree of the President of the Republic of Haiti.

Minister des Travaux Publics  
By FRANÇOIS GEORGES  
*Minister*

The Public Roads Administration  
By THOS. H. MACDONALD  
*Commissioner*

Signed this 30th day of November, 1942.